

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

LEGACY RIDGE ESTATES, PHASE I

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FANNIN

THAT WHEREAS, the "Declarant", is the Owner of all that certain real property located in Fannin County, Texas and described in Exhibit "A" attached hereto and made a part hereof for all purposes; and

WHEREAS, the Declarant will convey the Property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth; and

WHEREAS, the Declarant shall cause a non-profit corporation to be incorporated under the laws of the State of Texas, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, it is hereby declared that all of the Property shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the land and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and which covenants, conditions and restrictions shall inure to the benefit of each Owner thereof.

ARTICLE I.

Definitions

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the non-profit corporation which Declarants shall cause to be incorporated as herein provided, their successors and assigns.
- (b) "Owner" shall mean and refer to the record owner, or purchaser under a contract for deed, whether one or more persons or entities, of the fee simple title or an equitable interest therein, to any Lot or portion of a Lot, and including contract buyers, but

excluding those having such interest merely as security for the performance of an obligation.

- (c) "Property" shall mean and refer to that certain real property described in Exhibit "A" hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (d) "Lot" shall mean and refer to the plots of land shown upon the plat and sub-division map of the sub-division on which there is or will be built a single family dwelling. The term "Lot" shall not include the common area nor any other reserves shown on the said map or plat.
- (e) "Declarant" shall mean and refer to LEGACY RIDGE ESTATES, LTD., its successors and assigns.
- (f) "Sub-division" shall mean the sub-divided plots of land shown on the plat and subdivision map recorded in Cabinet B, Page 20, Plat Records, Fannin County, Texas and known as LEGACY RIDGE, ESTATES, PHASE I, and such additions thereto as may be brought within the jurisdiction of this Declaration as hereinafter provided.
- (g) "Member" shall mean every person or entity who holds membership in the Association.

ARTICLE II.

Architectural Control

2.01. The Architectural Control Committee shall always consist of not less than three (3) qualified persons, which committee shall serve at the pleasure of the Association. Declarant shall appoint all Committee Members until Declarant has sold all Lots in the Sub-division. Thereafter the Directors of the Association shall appoint the members of the Committee.

2.02. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping of any Lot or Lots be undertaken, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by, the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography.

2.03. In the event that any plans and specifications are submitted to the Architectural Control Committee as provided herein, and such Committee shall fail either to approve or reject such plans

and specifications for a period of 60 days following such submission, approval by the Committee shall not be required, and full compliance with this Article shall be deemed to have been had.

ARTICLE III.

The Association

3.01. The Declarant shall cause the Association to be organized and formed as a non-profit corporation under the laws of the State of Texas.

3.02. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

3.03. The Association shall have voting members as follows: Members shall be all Owners, including the Declarant, and shall be entitled to one vote for each Lot owned. When one or more persons hold an interest in a given Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any one Lot.

3.04. The Declarant will convey all private roads and common areas within the Sub-division to the Association.

3.05. The purpose of the Association in general shall be to enforce these covenants, conditions and restrictions, to provide for and promote the health, safety, and welfare of the Members, to collect the annual maintenance charges, to administer the maintenance fund, and to use the maintenance fund to provide for the maintenance, repair, preservation, and upkeep of any and all private roads and common areas within the Sub-division, and such other purposes as are stated

in the Articles of Incorporation consistent with the provisions of this Declaration and all supplemental declarations.

3.06. The Association shall act through a Board of Directors, which shall manage the affairs of the Association. The initial Directors of the Association shall be selected by Declarant. The term of each Director shall be one (1) year. After the expiration of the term of the initial Directors, the Members shall elect a Board of Directors as provided for in the Bylaws.

ARTICLE IV.

Assessments

4.01. Declarant hereby covenants for each Owner within the Sub-division, and each Owner is hereby deemed to covenant by acceptance of his deed for a Lot, whether or not it shall be so expressed in his deed, to pay to the Association: (1) annual assessments; and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each Owner's Lot against which such an assessment is made (the "Assessment Lien"). The Assessment Lien is expressly made subordinate and inferior to all other liens placed on a Lot. Upon foreclosure (either judicial or non-judicial) of any other lien placed on a Lot, the Assessment Lien shall be cut off and terminated to the extent of the assessment due and owing at such time. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

4.02. The annual assessments levied by the Association shall be used to maintain, repair, or improve any private roads or common areas located within the Sub-division. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual

assessments, the following:

- (a) Maintenance and repair of all private streets and common areas within the confines of the Sub-division.
- (b) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Association, for the benefit of Lot owners, or for the enforcement of this Declaration.

4.03. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment per Owner shall be \$120.00. Thereafter, the Board of Directors of the Association shall fix the annual assessment.

4.04. The annual assessment must be fixed at a uniform rate for all Lots.

4.05. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of a Lot to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Annual assessments are payable in allowance. The Board of Directors shall fix the amount of the annual assessment against each Owner at least 30 days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment against a specific Lot has been paid, and may, on or before the 1st day of April of each year, cause to be recorded in the office of the County Clerk of Fannin County, a list of delinquent assessments as of that date.

4.06. Any assessment not paid within 30 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any private streets on common areas or abandonment of his Lot.

ARTICLE V.

Use Restrictions

5.01. All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three automobiles.

5.02. Any residence constructed on any Lot must have a ground floor area of not less than the following square feet, exclusive of driveways, carports, and garages:

<u>ZONING OF LOT</u>	<u>SQUARE FEET</u>
S-1	1,900
S-2	2,300
S-3	2,600

The exterior walls of any residence shall consist of not less than the following percent masonry, or masonry veneer construction:

<u>ZONING OF LOT</u>	<u>PERCENTAGE</u>
S-1	75%
S-2	90%
S-3	90%

Masonry material shall be of quality and appearance equal or superior to standard clay or shale common brick; color pigment Portland cement brick, quarried stone or stucco. Exterior wall material, exclusive of the required masonry area, shall be of standard construction material selected and designed to add to the architectural appearance of the building. Outbuildings must be of either wood, masonry or masonry veneer construction and all building roofs must be either asphalt shingle, (324 pound or better and 30 year minium guarantee), tile, slate or copper. The use of unpainted sheet metal or similar materials on roof areas is expressly prohibited. All dwellings shall face the primary interior street. Garages and/or carports shall be constructed so that the entrance faces the side or rear of the Lot. Buildings shall be neat in appearance, and each building or structure constructed or

erected on a Lot shall be painted or stained with at least two coats of paint or stain and shall be maintained in a condition satisfactory to the Architectural Committee. Mailboxes shall be constructed of the same masonry product as used on the residence. A four (4') foot sidewalk along and parallel with each street, in a location approved by the Architectural Control Committee, shall be constructed on each Lot at the time the residence is built.

5.03. All residences must be completed on the exterior within one hundred and twenty (120) days from the beginning date of construction.

5.04. No building, permanent or mobile, shall be located, erected, or altered on any Lot nearer to the front Lot line or nearer to a side Lot line than the minimum building setback lines shown on the recorded plat. Unless otherwise specified on the recorded plat, no side yards at the front building setback line shall be less than 10 feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Paragraph 5.04, these building setback provisions shall be applied to such resultant building site as if it were one original, platted Lot.

5.05. None of the Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may subdivide or consolidate such Lots into building sites, with the privilege of constructing improvements as permitted in Paragraphs 5.02 and 5.03 hereof on each resulting building site, provided that such subdivision or consolidation does not result in any building site having a front lot line of less than is shown on the plat of the Sub-division.

5.06. No structure of a temporary character, trailer, mobile home, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

5.07. No old, used, existing building or structure of any kind and no part of an old, used,

existing building or structure shall be moved onto, placed on, or permitted to remain on any Lot. All construction is to be of new material unless approved in advance by the Architectural Control Committee.

5.08. No signs of any character shall be allowed on any Lot except one professional sign advertising the Lot for sale or rent; provided, however, that Declarant and any other person or entity engaged in the construction and sale of residences within the Sub-division shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, signs, offices, storage areas, and model units.

5.09. No oil well drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

5.10. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Lot or part thereof may be used as a place on which to ride trailbikes, 3-wheelers, dirt bikes, motor bikes, or motorcycles for solely recreational purposes. The recreational use of said vehicles will not be permitted within the Sub-division or its roads.

5.11. All residences shall be connected to the water, light and sewerage services of the City of Bonham, Texas. An easement is reserved over each Lot for utility installation and maintenance as is shown on the Plat of the Sub-division.

5.12. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between 2 and 6 feet above a street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within

10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of intersections unless the foliage line is maintained to meet the sight line requirements set forth above. Fences shall be neat in appearance, and no fences shall be constructed or erected on the premises without prior approval of the Architectural Control Committee. Fences adjacent to and/or facing any street or side street and continuing back to the building setback line shall consist of lumber, brick, stone or wrought iron and shall not exceed 6 feet. Wood fences shall be supported by metal posts or by wooden posts with a minimum diameter of four inches. All wood used in fences shall be painted or stained with two coats of paint or stain. All fences must be properly maintained. All fences facing the Golf Course must be black Wrought Iron and uniform in height and appearance in accordance with specifications established by the Architectural Control Committee.

5.13. No building shall be placed nor shall any material or refuse be placed or stored on any Lot within 20 feet of the edge of any open water course, except that clean fill may be placed nearer if the natural water course is not altered or blocked by the fill.

5.14. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Household pets shall be kept in an appropriately fenced area when not in the direct physical control of the Owner.

5.15. No truck, bus, or trailer shall be left parked in the street in front of any Lot except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity, and no truck, bus, boat, or trailer shall be parked on the driveway or any portion of a Lot in such manner as to be visible from the street. No automobile, truck, bus, boat, trailer or any other vehicle in an inoperable condition shall be parked or abandoned on any Lot.

5.16. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

5.17. The platted roads in the Sub-division are public and maintained by the City of Bonham,

Texas.

5.18. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, the Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner.

5.19. The Architectural Control Committee may, in its discretion, grant variances to the use Restrictions set forth in this Article V.

ARTICLE VI.

Easements

6.01. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat of the Sub-division. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. A right of use by a utility company for ingress and egress shall be had at all times over any dedicated easement, and for the installation, operation, maintenance, repair, or removal of any utility, together with the right to remove any obstruction that may be placed in such easement which would constitute interference with the use, maintenance, operation, or installation of such utility. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, or flowers, or to other property of the Owner situated within any such easement.

6.02. An underground electric distribution system will be installed to serve all Lots in the Sub-division. The Owner of each Lot shall, at his own cost and expense, furnish, install, own, and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) an underground service cable and appurtenances from the meter installed upon the Lot by the electric company to such point as may be designated by such company on the property

line of such Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner shall also install, furnish, own, and maintain at his own cost and expense a meter loop (in accordance with the then current standards and specifications of the electric company) for the residence constructed on the Lot. For so long as underground service is maintained, the electric service to each Lot shall be uniform in character and exclusively of the type known as single-phase 120/240 volt, 3-wire, 60-cycle alternating current. There shall be no Amateur Communication Tower constructed or erected on a Lot, said tower being defined as: A tower and antenna which transmits amateur radio or citizen band, or both, spectrums only or which may receive any portion of such a radio spectrum.

ARTICLE VII.

General Provisions

7.01 The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.02. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

7.03. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the Declarant, the Association, and the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 90 percent of the Lot Owners; during any succeeding ten (10) year period, this Declaration may be amended by

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an instrument signed by not less than 75 percent of the Lot Owners. No amendment shall be effective until recorded in the Official Public Records of Fannin County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

EXECUTED this 17th day of October, 2003.

DECLARANT

LEGACY RIDGE ESTATES, LTD

BY: GCSI, L.L.C., General Partner

BY:

Daniel R. Glaser
DANIEL R. GLASER, President

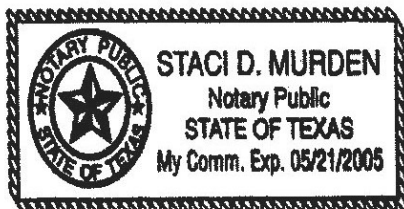
BY:

James A. Glaser
JAMES A. GLASER, Secretary

STATE OF TEXAS

COUNTY OF FANNIN

This instrument was acknowledged before me on this 17th day of October, 2003, by DANIEL R. GLASER, PRESIDENT AND JAMES A. GLASER, SECRETARY OF GCSI, L.L.C. GENERAL PARTNER OF LEGACY RIDGE ESTATES, LTD.



Staci D. Murden
NOTARY PUBLIC - STATE OF TEXAS

Doc 00007143 OR
Bk
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AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

Munson, Munson, Cardwell
& Keese, P.C.
301 W. Woodard - P. O. Box
1099
Denison, Texas 75020
(903) 463-3750

Doc 00007445 BK OR Vol 1039 Pg 73

EXHIBIT "A"

Being all that Certain tract of land situated in the City of Bonham, Fannin County, Texas, a part of the William Cox Survey, Abstract No. 728, and the Joseph A. Murray Survey, Abstract No. 191, the John Bowden Survey, six tracts of land conveyed from Jerry Harper and wife Nancy Harper to Glasser Consulting, Ltd. by deed recorded in Volume 954, Page 321 of the Fannin County Land Record, and the tract of land conveyed from Ray D. Taylor to Glasser Consulting, Ltd. by deed recorded in Volume 954, Page 329 of the Fannin County Land Records and being further described as follows:

Beginning at an iron pin set for corner in the East line of Pecan Street, The Northwest corner of Lot 19 Block G as shown by plat of Arbor Creek Phase I by deed recorded in Volume 680, Page 356 of the Fannin County Deed Records;

Thence North $00^{\circ}26'40''$ East with the East line of Pecan Street a distance of 879.78 feet to an iron pin set for corner;

Thence North $88^{\circ}48'00''$ West a distance of 150.00 feet to an iron pin set for corner;

Thence South $00^{\circ}26'40''$ West a distance of 717.19 feet to an iron pin set for corner;

Thence South $74^{\circ}09'06''$ East a distance of 183.87 feet to a point for the point of curvature of a curve to the left having a radius of 261.48 feet;

Thence Southeasterly with said curve having a long chord bearing of South South $87^{\circ}55'05''$ East with an arc distance of 127.46 feet, and a chord length of 126.20 feet to the point of tangency of said curve;

Thence North $78^{\circ}07'00''$ East a distance of 47.56 feet to an iron pin set for corner;

Thence North $00^{\circ}26'40''$ East a distance of 143.30 feet to an iron pin set for corner;

Thence North $78^{\circ}00'07''$ East a distance of 234.27 feet to an iron pin set for corner;

Thence South $14^{\circ}02'58''$ East a distance of 140.10 feet to an iron pin set for corner;

Thence North $78^{\circ}07'00''$ East a distance of 101.89 feet to an iron pin set for corner;

Thence South $11^{\circ}53'00''$ East a distance of 307.68 feet to an iron pin set for corner;

Thence South $00^{\circ}41'00''$ West a distance of 200.84 feet to an iron pin set for corner;

Thence South $83^{\circ}57'00''$ East a distance of 268.99 feet to an iron pin set for corner;

Thence South $69^{\circ}39'50''$ East a distance of 320.50 feet for the point of the point of curvature of a curve to the left having a radius of 213.73 feet;

Thence Northeasterly with said curve having a long chord bearing of North $07^{\circ}33'30''$ East with an arc distance of 28.19 feet, and a chord length of 28.17 feet to the point of tangency of said curve;

Thence South $69^{\circ}59'52''$ East a distance of 212.21 feet to an iron pin set for corner;

Thence South $24^{\circ}14'07''$ West a distance of 160.59 feet to an iron pin set for corner;

Thence South $31^{\circ}23'07''$ West a distance of 142.65 feet to an iron pin set for corner;

Thence South $26^{\circ}46'41''$ West a distance of 120.13 feet to an iron pin set for corner;

Thence South $38^{\circ}57'16''$ West a distance of 148.74 feet to an iron pin set for corner;

Thence South $56^{\circ}36'22''$ West a distance of 100.26 feet to an iron pin set for corner;

Thence South $70^{\circ}49'05''$ West a distance of 56.11 feet to an iron pin set for corner;

Thence South $87^{\circ}58'49''$ West a distance of 120.00 feet to an iron pin set for corner;

Thence South $76^{\circ}55'20''$ West a distance of 104.03 feet to an iron pin set for corner;

Thence South $76^{\circ}24'35''$ West a distance of 115.08 feet to an iron pin set for corner;

Thence South $82^{\circ}41'18''$ West a distance of 136.53 feet to an iron pin set for corner;

Thence South $79^{\circ}34'05''$ West a distance of 129.38 feet to an iron pin set for corner;

Thence North $17^{\circ}04'52''$ West a distance of 56.81 feet to an iron pin set for corner;

Thence North $05^{\circ}01'05''$ East a distance of 76.94 feet to an iron pin set for corner;

Thence North $87^{\circ}26'04''$ West a distance of 97.71 feet to an iron pin set for corner;

Thence North $00^{\circ}41'00''$ East along the East line of said Arbor Creek Phase I a distance of 951.97 feet to an iron pin found for corner;

Thence South $78^{\circ}07'03''$ West along the North line of said Arbor Creek Phase I a distance of 197.75 feet to an iron pin set for corner;

Thence North $74^{\circ}09'06''$ West along the North line of said Arbor Creek Phase I a distance of 410.84 feet to the point of beginning and containing 26.009 acres of land.

Filed for Record in:
Fannin County
Honorable Margaret Gilbert
County Clerk
On: Nov 07, 2003 at 09:04

As a
Recordings Real Property

Document Number: 00007461

Amount 42.00

Receipt Number - 101010

By
Linda Lee, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE
SALE, MORTGAGE, OR USE OF THE DESCRIBED
REAL PROPERTY BECAUSE OF COLOR OR RACE IS
INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

STATE OF TEXAS COUNTY OF FANNIN

I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of: Fannin County
as stamped hereon by me.

Nov 07, 2003

By, *Margaret Gilbert* Deputy
Margaret Gilbert, County Clerk
Fannin County
2003